

Waterloo Public Library

CWA (Mixed)

7/1/2006 6/30/2009

Table of Contents

PREAMBLE	5
ARTICLE I - INTENT AND PURPOSE	5
§1.01 - EFFICIENT, QUALITY SERVICE.....	5
§1.02 - HARMONIOUS, COOPERATIVE RELATIONSHIP.....	5
ARTICLE II - UNION RIGHTS AND RECOGNITION.....	5
§2.01 - UNION RECOGNITION.....	5
§2.02 - TIME OFF WITHOUT PAY FOR UNION BUSINESS.....	5
§2.03 - UNION FUNCTION ON EMPLOYER TIME.....	5
§2.04 - ATTENDANCE AT EMPLOYER BOARD MEETINGS.....	6
§2.05 - DUES CHECK OFF	6
ARTICLE III- EMPLOYER AND EMPLOYEE RIGHTS	6
§3.01 - EMPLOYER RIGHTS.....	6
§3.02 - EMPLOYEE RIGHTS	7
ARTICLE IV- DEFINITIONS.....	7
§4.01 - CASUAL EMPLOYEE	7
§4.02 - PART-TIME EMPLOYEE	7
§4.03 - FULL-TIME EMPLOYEE.....	7
§4.04 - TEMPORARY EMPLOYEE.....	7
§4.05 - PROBATIONARY EMPLOYEE	7
§4.06 - REGULAR PART-TIME EMPLOYEE	7
§4.07 - REGULAR FULL-TIME EMPLOYEE.....	7
§4.08 - EMPLOYEE	8
§4.09 - ACT.....	8
ARTICLE V - SENIORITY AND LAYOFF.....	8
§5.01 - SENIORITY DEFINED.....	8
§5.02 - JOB VACANCIES.....	8
§5.03 - TEMPORARY ADDITIONAL HOURS.....	8
§5.04 - REDUCTION IN FORCE.....	8
§5.05 - RECALL FROM LAYOFF	9
§5.06 - SENIORITY FOR PART-TIME EMPLOYEES	10
§5.07 - EMPLOYEE SENIORITY WHILE ON LEAVE.....	10
§5.08 - COMPLIANCE WITH ADA.....	10
ARTICLE VI- TEMPORARY TRANSFERS.....	10
§6.01 - SUBSTITUTION	10
§6.02 - TEMPORARY REASSIGNMENTS.....	10
§6.03 - DEMOTIONS	10

ARTICLE VII- SPECIAL GRANTS	11
§7.01 - SPECIAL PROGRAM EMPLOYEES	11
§7.02 - SENIORITY AND BENEFITS FOR SPECIAL PROGRAM EMPLOYEES	11
ARTICLE VIII- AUTHORIZED DISCIPLINARY ACTION	11
§8.01 - DISCIPLINARY POLICY	11
§8.02 - PRE-TERMINATION HEARING	11
§8.03 - UNION REPRESENTATIVE PRESENCE	11
§8.04 - APPEAL.....	11
ARTICLE IX- GRIEVANCE PROCEDURE.....	11
§9.01 - PURPOSE	11
§9.02 - DEFINITIONS	12
§9.03 - PROCEDURE.....	12
§9.04 - MISCELLANEOUS PROVISIONS	13
ARTICLE X - LABOR-MANAGEMENT COMMITTEE	14
§10.01 - PURPOSE AND MEETINGS OF THE COMMITTEE.....	14
§10.02 - MEMBERSHIP OF THE COMMITTEE	15
ARTICLE XI- HOURS OF WORK AND OVERTIME.....	15
§11.01 - WORK WEEK.....	15
§11.02 - WORK HOURS AND ASSIGNMENTS	15
§11.03 - FLEXIBLE SCHEDULING.....	15
§11.04 - LATE SHIFT, SATURDAY AND SPLIT SHIFT SCHEDULING	15
§11.05 - DAY(S) OFF SCHEDULING	15
§11.06 - HOLIDAY SCHEDULING	15
§11.07 - TIME FOR MEALS AND RELAXATION	15
§11.08 - OVERTIME/SUNDAY WORK	16
§11.09 - STAFF MEETINGS.....	16
§11.10 - EQUITABLE ROTATION	16
§11.11 - COMPENSATION	16
§11.12 - UTILIZATION OF NON-BARGAINING EMPLOYEES	16
ARTICLE XII - LONGEVITY.....	16
§12.01 - FULL-TIME EMPLOYEES LONGEVITY SCHEDULES	16
§12.02 - PRORATE FOR PART-TIME EMPLOYEES	17
ARTICLE XIII - HOLIDAYS	17
§13.01 - HOLIDAYS--LIBRARY CLOSED	17
§13.02 - HOLIDAY PAY.....	17
§13.03 - HOLIDAYS--LIBRARY OPEN	18
§13.04 - WORK ON HOLIDAYS	18
§13.05 - HOLIDAYS DURING EMPLOYEE TIME OFF.....	18
§13.06 - EASTER SUNDAY	18
§13.07 - HOLIDAYS	18

ARTICLE XIV - VACATIONS.....	19
§14.01 - UTILIZATION.....	19
§14.02 - ACCRUAL--PROFESSIONAL EMPLOYEES	19
§14.03 - ACCRUAL--NON-PROFESSIONAL EMPLOYEES	20
ARTICLE XV - PERSONAL DAYS.....	20
§15.01 - ACCRUAL.....	20
§15.02 - UTILIZATION.....	20
§15.03 - NOTICE	20
§15.04 - SCHEDULING	21
§15.05 - PERSONAL DAYS IN CONJUNCTION WITH VACATIONS AND HOLIDAYS.....	21
ARTICLE XVI - SICK LEAVE	21
§16.01 - CURRENT ACCUMULATIONS--ACTIVE BANKS.....	21
§16.02 - SICK LEAVE CREDIT AND ACCUMULATION	21
§16.03 - ANNUAL DISTRIBUTION AND ACCOUNTING	21
§16.04 - DISABILITY.....	22
§16.05 - PROBATION - ACCRUAL AND UTILIZATION.....	22
§16.06 - USE OF SICK LEAVE CREDIT.....	22
§16.07 - MINIMUM UTILIZATION.....	22
§16.08 - INJURY - DEFINED	22
§16.09 - EXCLUSION OF DUTY-CONNECTED INJURIES	22
§16.10 - ILLNESS WHILE ON DUTY	22
§16.11 - EXTENSION OR USE OF OTHER AVAILABLE BENEFITS FOR SICKNESS/INJURY	22
§16.12 - PRORATE FOR PART-TIME EMPLOYEES.....	23
§16.13 - PRORATE FOR PART-TIME RETURN	23
§16.14 - FAMILY CARE/EMERGENCY LEAVE.....	23
§16.15 - NOTICE REQUIRED.....	23
§16.16 - VERIFICATION	23
§16.17 - PENALTY FOR ABUSE.....	23
ARTICLE XVII - LEAVES OF ABSENCE.....	24
§17.01 - FUNERAL LEAVE	24
§17.02 - JURY DUTY	24
§17.03 - MILITARY DUTY	24
§17.04 - MATERNITY LEAVE	25
§17.05 - EDUCATIONAL LEAVE OF ABSENCE.....	25
ARTICLE XVIII - INSURANCE	25
§18.01 - MEDICAL/DENTAL/PRESCRIPTION INSURANCE.....	25
§18.02 - EMPLOYEE PARTICIPATION/CONTRIBUTION.....	26
§18.03 - POLICY SUBSTITUTION	26
§18.04 - LIFE INSURANCE.....	26
§18.05 - PRORATED COVERAGE FOR PART-TIME EMPLOYEES	26
§18.06 - COBRA.....	26
§18.07 - SECTION 125 OPTION	26
§18.08 - NEW EMPLOYEE COVERAGE	26

ARTICLE XIX - ABSENCES.....	27
§19.01 - PLANNED ABSENCE - PRE-APPROVAL.....	27
§19.02 - DISCIPLINARY ACTION FOR VIOLATION.....	27
§19.03 - DISMISSAL FOR UNEXCUSED ABSENCE.....	27
ARTICLE XX - MISCELLANEOUS BENEFITS AND REQUIREMENTS.....	27
§20.01 - INCLEMENT WEATHER.....	27
§20.02 - MILEAGE REIMBURSEMENT.....	27
§20.03 - EXPENSE REIMBURSEMENT.....	27
§20.04 - METHOD OF CONTACT.....	27
ARTICLE XXI - PRODUCTIVITY.....	27
§21.01 - COOPERATION TO ELIMINATE WASTE.....	27
§21.02 - ON-THE-JOB TRAINING.....	27
§21.03 - COOPERATION.....	28
ARTICLE XXII - MISCELLANEOUS.....	28
§22.01 - MAINTENANCE OF STANDARDS.....	28
§22.02 - SEPARABILITY AND SAVINGS.....	28
§22.03 - WAIVER.....	28
§22.04 - EQUAL OPPORTUNITY.....	28
ARTICLE XXIII - EFFECTIVE PERIOD.....	29
§23.01 - FOUR (4) YEAR TERM.....	29
§23.02 - REOPENERS.....	29
EXHIBIT A - COMPENSATION.....	30
SIDEBAR AGREEMENT.....	31

PREAMBLE

THIS AGREEMENT is executed by the Board of Trustees of the Waterloo Public Library, hereinafter called "Employer" and Communications Workers of America, hereinafter called "Union".

ARTICLE I INTENT AND PURPOSE

§1.01 - EFFICIENT, QUALITY SERVICE

The Employer, the Union and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Waterloo.

§1.02 - HARMONIOUS, COOPERATIVE RELATIONSHIP

The Employer, the Union and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement and to assure the effective and efficient operation of the Waterloo Public Library.

ARTICLE II UNION RIGHTS AND RECOGNITION

§2.01 - UNION RECOGNITION

The employer recognizes the Union as sole and exclusive bargaining representative for those employees of the Waterloo Public Library in the following bargaining unit, to-wit:

Included: All assistants, aides and Librarian I's.

Excluded: Directors, department heads, department managers and those excluded by Section 4 of the Act.

§2.02 - TIME OFF WITHOUT PAY FOR UNION BUSINESS

The Library will grant to any employee designated by the Union the reasonable and necessary time off, without pay, and without loss of seniority, to handle Union business, including attendance at Union meetings or conferences. It is agreed that not more than three (3) employees shall be so engaged at any one time. Plus and personal days may be used for said time off at the employee's discretion. The Library shall be given at least ten (10) days notice and the Request/Report for Time Off Form completed in advance of the beginning date and of the probable duration of such absence.

§2.03 - UNION FUNCTION ON EMPLOYER TIME

With the exception of investigation and processing of grievances, Labor-Management Committee meetings, as provided in Article X, and other jointly formed committee meetings, and the negotiation of Collective Bargaining Agreements, the Union will not be allowed to conduct or transact business on Library time.

(A) Grievance Investigation

The duly authorized Union representative shall be allowed reasonable time off with pay to investigate reported grievances. The representative must first request permission from their supervisor(s) to leave their work station(s), which permission shall not be unreasonably withheld.

(B) Grievance Processing

The duly authorized Union representative(s), not to exceed three (3), shall be allowed time off with pay to process grievances through the various steps provided for in Article IX.

- (C) Labor-Management Committee Meetings
The duly authorized Union participant(s) who are employees, shall be allowed time off, with pay, for the purpose of attending and participating in Labor-Management Committee meetings, as provided in Article X, and other jointly formed committee meetings.
- (D) Negotiations
The duly authorized Union representative(s), no more than three (3), shall be allowed time off from their work assignment for the purpose of conferring and negotiating with the Employer, as a part of the Collective Bargaining process, leading to a new contractual Agreement. Only one (1) of these representatives shall continue to receive their regular pay during their scheduled work hours, utilized for this purpose.

§2.04 - ATTENDANCE AT EMPLOYER BOARD MEETINGS

One (1) Union representative will have time off with pay to attend all Library Board meetings.

§2.05 - DUES CHECK OFF

- (A) Payroll Deductions
The employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with an authorization therefore. The deductions will be for monthly union dues and initiation fees in the amounts certified in such authorizations. The Employer will monthly remit such monies to the Secretary/Treasurer of the CWA.
- (B) Employee Authorization
Any authorization may be revoked by any employee at any time upon thirty (30) days written notice to the Employer and to the Union, and shall automatically be canceled upon termination of employment.
- (C) Indemnification
The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

**ARTICLE III
EMPLOYER AND EMPLOYEE RIGHTS**

§3.01 - EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by Constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- (A) Direct the work of its public employees;
- (B) Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency;
- (C) Suspend or discharge public employees for proper cause;
- (D) Maintain the efficiency of governmental operations;
- (E) Relieve the public employees from duties because of lack of work, or for other legitimate reasons;
- (F) Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted;
- (G) Take such actions as may be necessary to carry out the mission of the Employer;
- (H) Initiate, prepare, certify, and administer its budget; and
- (I) Exercise all powers and duties granted to the Employer by law.

§3.02 - EMPLOYEE RIGHTS

The public employees shall have, in addition to all powers, duties and rights established by Constitutional provision and statute, all those rights established by the Public Employment Relations Act.

**ARTICLE IV
DEFINITIONS**

§4.01 - CASUAL EMPLOYEE

A casual employee is an employee who works an average of less than twenty (20) hours per week averaged over a year, and either works in a non-bargaining unit classification (shelver) or in a bargaining unit classification where customer service requirements, as determined by the Employer, necessitate additional staff, and the employment of casual employees does not displace existing bargaining unit persons and/or positions.

§4.02 - PART-TIME EMPLOYEE

(A) Half-Time (1/2) Employee

A half-time employee is defined as an employee who generally averages 20 hours per week.

(B) Two-Thirds (2/3) Employee

A two-thirds time employee is defined as an employee who generally works 20 hours per week for 19 or 20 weeks and 30 hours per week for 32 or 33 weeks.

(C) Three Fourths (3/4) Employee

A three-fourths employee is defined as an employee who generally works 30 hours per week year round.

§4.03 - FULL-TIME EMPLOYEE

A full-time employee is an employee who works an average of forty (40) hours per week when computed on an annual basis, or the actual period worked during the term of this Contract, whichever is greater. Leave without pay is not included in this calculation.

§4.04 - TEMPORARY EMPLOYEE

A temporary employee is one who works for a period of one hundred thirty (130) consecutive work days six (6) months, or less.

§4.05 - PROBATIONARY EMPLOYEE

All employees are probationary employees until they shall have completed one hundred thirty (130) consecutive work days of continuous service as a regular employee with the Employer. The probationary period may be extended upon mutual agreement of the Library Director and bargaining unit. During the probationary period, an employee may be discharged by the Employer without cause. Holidays that fall within their probationary period will be paid and credit for vacation and personal days will begin at date of hire.

§4.06 - REGULAR PART-TIME EMPLOYEE

A regular part-time employee is a part-time employee who has completed his/her probationary period and as such is entitled to prorated benefits as provided in this Agreement.

§4.07 - REGULAR FULL-TIME EMPLOYEE

A regular full-time employee is a full-time employee who has completed his/her probationary period and is entitled to full benefits as provided in this Agreement.

§4.08 - EMPLOYEE

"Employee", except where the context clearly indicates otherwise, the word "Employee" when used in this Agreement shall be limited to mean regular full-time employees and regular part-time employees.

§4.09 - ACT

The word "Act" shall mean the Iowa Public Employment Relations Act, as that may be amended from time to time by the General Assembly of the State of Iowa.

**ARTICLE V
SENIORITY AND LAYOFF**

§5.01 - SENIORITY DEFINED

Seniority is defined as an employee's length of continuous service with the Library from the most recent date of hire. A seniority listing shall be prominently posted by the Employer on or before July 1 of each year.

§5.02 - JOB VACANCIES

All vacancies on the Library staff will be posted prominently in the Library and other City departments for a period of five (5) working days. Qualifying applicants from within the City and Library employment shall be first interviewed in the order of their seniority and carefully evaluated before the vacancy is filled. The Employer shall interview all applicants within the classification utilizing the following criteria:

- (A) Seniority,
- (B) Experience,
- (C) Education, and
- (D) Performance in previous position.

If all of these factors are reasonably equal, the senior applicant will be selected for the position. If no qualified applicant shall be found through the interviewing process, then the Employer may advertise and seek applicants who are not currently City or Library employees. Employees who were interviewed and possess more seniority than the applicant selected shall be advised, in writing, of the reason(s) they were not selected.

Employees selected to fill a vacancy will be placed on probation for a six (6) month period. Compensation will be at fifty cents (50¢) less per hour for the first three (3) months. Upon favorable evaluation of this period, compensation will be at twenty-five cents (25¢) less per hour until the end of the probationary period.

§5.03 - TEMPORARY ADDITIONAL HOURS

In those instances when it is determined that it is necessary to temporarily increase the hours for a position for a period of more than thirty (30) days the following procedure shall be followed:

The position shall be posted for a period of five (5) working days within the department. The criteria and procedure used for filling job vacancies described in §5.02 shall be followed. If no one in the department is interested in the additional hours, the additional hours shall then be posted throughout the Library, and the same process followed in selecting the individual for the additional hours. If no one is then interested, the additional hours may be assigned at the discretion of the Library administration.

§5.04 - REDUCTION IN FORCE

- (A) In the future if a reduction in hours is necessary the following process will be followed: the number of bargaining unit positions will be reduced to 38, which is the current baseline number of bargaining unit positions. Those two-thirds (2/3) and three-fourths (3/4) employees

working in expanded hours positions would have their hours reduced in order of seniority within the affected job classifications, until an adequate staffing level is attained. A reduction of positions if necessary in addition to a reduction of hours would take place through the layoff process outlined in 5.03 (B) of the Contract.

- (B) The Library will attempt to accomplish reduction in force by attrition. The Employer will give twenty-eight (28) days notice to employees who are to be laid off, except in an emergency. Temporary employees and special grant employees within classification (who are by definition without seniority) will be laid off prior to regular employees, except that any temporary or special grant employee may be retained on his/her job if no other employee being considered for layoff is physically capable or able to satisfactorily perform within thirty (30) days and/or willing to do the job.

Reductions in force will be according to seniority in the job classifications affected with the person having the least seniority within the classification to be laid off first. No full-time person will be displaced while retaining part-time persons with less seniority. An employee whose job is to be eliminated may be transferred to vacancies within the department. If no vacancies exist, the employee being laid off shall bump the employee with the least seniority in a position in their department or bargaining unit for which they have the seniority, proper credentials and the ability to perform the duties of the job under normal supervision. An employee who, by reason of seniority, bumps an employee in a lower classification or a higher classification for which they have the credentials and ability shall have thirty (30) days to establish competence in the new position. If the employee fails to establish competence, the employee shall be informed in writing documenting the reasons why the employee failed to establish competence. If an employee is unable to establish competency in the position, the employee will be laid off.

An employee asked to change to part-time employment will be laid off at the employee's request if part-time employment is unacceptable. Likewise, a part-time employee asked to change to full-time employment will be laid off at the employee's request if full-time employment is unacceptable.

An employee who, by reason of seniority, bumps an employee in a lower classification, during a reduction in force, shall continue to receive their current wages until the wages for their new classification shall equal or exceed the current wage, the end of the current Collective Bargaining Agreement or the end of the current wage reopener, whichever shall first occur.

§5.05 - RECALL FROM LAYOFF

The names of regular employees laid off shall be placed on a re-employment list for the jobs affected in the layoff. Such persons shall be eligible for re-employment in reverse order of layoff in the job from which they were removed for a period of two (2) years, provided that they are still qualified and able to perform the job. Employees may apply for vacancies in the Library in titles other than those affected by the layoff in the period that they are on the Recall List while maintaining their option to return to the job from which they were laid off. When an employee is notified by ordinary mail to the employee's last-known address to return to work, he/she must make arrangements to return to work with the immediate supervisor within five (5) days or be removed from the Recall List. An employee recalled to work must return to work within fourteen (14) days of the date of the Recall Notice. An employee shall maintain his/her seniority accrued prior to layoff after returning to work. Any laid off employee who refuses to accept an offered comparable job, for which they are qualified, or should be qualified, forfeits all rights under this Agreement and shall be removed from the Recall List. Employees who accept recall shall have thirty (30) days to establish competency in the new position. If the employee shall fail to establish competency, they shall be returned to the Recall List.

§5.06 - SENIORITY FOR PART-TIME EMPLOYEES

Regular part-time and part-time employees shall accrue seniority on the same basis as full-time employees. However, seniority earned as a regular part-time employee or part-time employee will be prorated when used for bumping during a reduction in force.

§5.07 - EMPLOYEE SENIORITY WHILE ON LEAVE

Seniority will continue to accrue while an employee is on unpaid leave for maternity, military service, personal illness or other emergency leave. Seniority will not continue to accrue while an employee is on unpaid leave for any other reason.

§5.08 - COMPLIANCE WITH ADA

Both parties understand and agree that the Employer may make reasonable accommodations for disabled employees as required by the Americans With Disabilities Act.

**ARTICLE VI
TEMPORARY TRANSFERS**

§6.01 - SUBSTITUTION

A substitution is a temporary reassignment of an employee to the position held by another employee while the employee being substituted for is absent for short or limited periods of time [no more than thirty (30) calendar days]. Once the substituting employee has worked for more than eight (8) consecutive hours in a classification, which calls for a rate of compensation higher than that being currently paid to the substituting employee, the Employer agrees the substituting employee shall be entitled to be paid at the applicable rate for the job being performed. The employee shall continue to receive the higher rate of pay for all hours worked in the higher classification.

§6.02 - TEMPORARY REASSIGNMENTS

For vacancies and absences of fellow employees of longer duration than that provided for above, an employee may be temporarily reassigned by the Employer to fill the vacant position. This temporary reassignment may last for the duration of the absence of an employee who intends to return, or until the Employer can fill the vacant position on a permanent basis. An employee so reassigned shall have a period of thirty (30) calendar days from the date of the appointment during which his/her performance shall be evaluated to determine whether or not the employee is able to perform in the new assignment at an acceptable level. Following the completion of this qualification period, the employee will be confirmed in the temporary reassignment and compensated at the level called for the job being performed, if higher than their preexisting compensation rate, or rotated back to the position from which they were reassigned, if their performance has been unsatisfactory.

§6.03 - DEMOTIONS

It is understood and agreed the Employer shall have the right to demote the least senior, qualified employee by transferring him/her to another job classification or assignment, as may be necessary to meet the needs of the Employer, to discipline an employee as a remedy available for use in Article VIII, §8.01(b), or to accommodate an employee's physical or mental disability which has caused an inability to perform the assigned tasks. In the event of a demotion to a lower paying classification, the employee's pay will be frozen at the most recent pay level and shall remain frozen until the demotion ends or the salary range assigned to the new classification catches up with the employee's frozen rate of pay or the end of the current fiscal/contract year, whichever shall first occur. Thereafter, the employee shall be compensated at the rate applicable for the lower paying classification in which they are now performing the service to the Employer.

ARTICLE VII SPECIAL GRANTS

§7.01 - SPECIAL PROGRAM EMPLOYEES

Employees hired under programs involving special grants, such as those under the title "Work Experience, On-the-Job Training, Public Service Employment, Manpower", or other such programs, shall be assigned as necessary by the Employer for the duration of the special program. Such participants shall receive the pay and benefits as designated by the grant agreement. No job or job classification shall be displaced because of the operation of this paragraph. No new special grant employees will be hired in a classification that is undergoing or has undergone a layoff.

§7.02 - SENIORITY AND BENEFITS FOR SPECIAL PROGRAM EMPLOYEES

Any benefits accumulated by an employee while working in any of the above-described positions shall not be transferable to a regular Library funded position. Seniority shall begin on the date an employee is appointed to a regular position. No current employee shall lose seniority because of the operation of this Article.

ARTICLE VIII AUTHORIZED DISCIPLINARY ACTION

§8.01 - DISCIPLINARY POLICY

A progressive disciplinary policy, including the concept of just cause, shall be adopted by the Library Board. The policy and any amendments thereto shall be delivered to the Union and posted on the bulletin boards in each department where employees work for thirty (30) days before the policy is put into effect. Each employee shall be provided with a copy of the disciplinary policy.

§8.02 - PRE-TERMINATION HEARING

As required by law, each employee who has completed their probationary period is entitled to a pre-termination hearing as provided in the disciplinary policy of the Library Board.

§8.03 - UNION REPRESENTATIVE PRESENCE

An employee, including a probationary employee, may request the presence of a Union officer or Steward during any step of the disciplinary procedure outlined above.

§8.04 - APPEAL

Any employee who has completed their probationary period who feels they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article IX - Grievance Procedure, of this Agreement.

§8.05 - DISCIPLINARY PROGRESSION

After one (1) year, oral and written reprimands shall not be relied upon for progressive discipline.

ARTICLE IX GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties with respect to the processing and disposition of grievances:

§9.01 - PURPOSE

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of work activities of the parties or the employees, equitable solutions to the problems affecting the parties or members of the Bargaining Unit which may from time to time arise under this Agreement. Both parties hereto hereby agree these proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

9.02 - DEFINITIONS

For the purposes of this Article, the following terms shall have the following meanings:

- (A) 'Grievance' - a grievance is a claim presented by an employee(s) who has completed their probationary period alleging there has been a violation, misinterpretation or misapplication of a term or specific provision(s) of this Agreement, or an arbitrary change in other conditions of work.
- (B) 'Grievant' - is a regular full-time or part-time employee who has completed their probationary period who allegedly possesses a grievance and timely presents same in accordance with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any level within the time limits prescribed in this Article shall constitute a complete bar to further prosecution of the grievance.

§9.03 - PROCEDURE

The procedure for processing a grievance shall be as follows:

- (A) Level One - Oral
Within five (5) calendar days of the occurrence, or the employee's discovery of the occurrence, which gives rise to the grievance, an employee may initiate a grievance by verbally bringing the same to the attention of his departmental supervisor or designee. This presentation by the employee shall be made during regular working hours so long as it does not unnecessarily interfere with or interrupt the employee's work activity. In any event, the presentation shall be made within forty-eight (48) hours of the time notice is given by the employee to the departmental supervisor of the fact of the employee's grievance and the employee's intention to present it orally to the departmental supervisor. In the event the presentation cannot be entirely scheduled during regular working hours, the presentation, or a portion thereof, shall be held after the normal work day, and the employee shall be compensated at regular hourly rates for any time necessary to process the grievance after the conclusion of the normal work day. Should the employee so desire, a representative of the Union may be present during the time the grievance is being verbally presented to the employee's departmental supervisor. In the event informal discussion at the time the grievance is first orally presented shall fail to resolve the grievance, to the satisfaction of the employee, then the grievance shall be eligible for consideration at the next Level.
- (B) Level Two - Written
In the event the grievant wishes to pursue the grievance further, at the completion of Level One (1), the employee shall reduce the grievance to written form and present the written grievance to the Library Director or designee within ten (10) calendar days after the date on which the grievance occurred or was discovered by the employee. The Library Director shall confer with the grievant (and representatives) and answer the grievance so presented in written form by forwarding a copy of their decision to both the employee and the Union within five (5) calendar days following receipt of the written grievance from the employee. Failure of the Library Director to respond in writing, as above provided, shall render the grievance eligible for consideration at the next Level.
- (C) Level Three - Chairman of the Board
Should the grievant wish to pursue the grievance further, after completion of Level Two (2), the employee(s) and/or representative(s) of the Union shall, within twenty (20) calendar days following the date on which the grievance occurred or was discovered by the grievant submit the grievance to the Chairman of the Board of the Employer or designee, a copy of which shall be forwarded to the Human Resources Department of the City of Waterloo. The grievance shall be deemed sufficient if submitted in written form, dated and signed by the grievant. A copy of the written grievance form, previously submitted to the Library Director shall be

attached to the grievance submitted to the Chairman of the Board. Following consideration and conference with the grievant and representative(s), the Chairman of the Board of the Employer shall, within five (5) calendar days after receipt of the grievance, respond in writing with his/her decision to the grievant, a copy of which written response shall be forwarded to the Union as well. Failure of the Chairman of the Board of the Employer to respond as provided herein shall render the grievance eligible for advancement to the next Level.

(D) Level Four - Arbitration

In the event the grievance remains unresolved after completion of Level Three (3), the employee shall forward to the Library Director of the Employer written notice of their intention to proceed to arbitration. Such notice shall be forwarded to the Chief Executive Officer of the Employer within thirty (30) calendar days following the date of the decision by the Chairman of the Board or the date on which the Chairman of the Board fails to timely respond with respect to the grievance. Upon receipt of the notice, the Chairman of the Board of the Employer and the Union representative shall jointly advise the Public Employment Relations Board in Des Moines, Iowa, to submit a list of five (5) arbitrators from which the final arbitrator shall be selected. Upon receipt of the list of five (5) nominees from the Public Employment Relations Board, the parties shall first determine by lot (coin flip) who shall strike the first name, and thereafter the parties shall proceed to alternately strike one name at a time from the list until only one (1) name remains. The last name remaining shall be the nominee selected to be the arbitrator who shall resolve the grievance.

§9.04 - MISCELLANEOUS PROVISIONS

(A) Hearing and Decision

The arbitrator so selected shall be notified of his/her selection in writing by the Chief Executive Officer of the Employer and the Union representative. The arbitrator may confer with a representative of the Employer and the employees or may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require attendance of witnesses and production of records to assist in making a decision. Such hearing shall be held promptly and the arbitrator shall issue his decision as soon as possible after the close of the hearings, or if oral hearings have been waived, then from the date upon which the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings and facts, along with his/her reasoning and the conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to both parties in such written form and shall be binding upon both parties.

(B) Limitation on Arbitrator's Jurisdiction

The arbitrator, in his/her opinion, shall not amend, modify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Employer and the employee (Union) and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

(C) Costs

The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. Such expenses shall include the costs of replacing a witness-employee, if replacement is reasonably necessary, who shall appear before the arbitrator, which expense shall be borne by the party who shall call the witness.

- (D) **Written Form**
The form of grievance at Level Two (2) shall be submitted in written form. The writing shall include a brief factual description of the violation and a reference to the provision of this Agreement, which has been allegedly violated, misinterpreted or misapplied. Forms for this purpose shall be provided, but failure to use the provided form shall not invalidate the grievance if timely filed, in writing, containing the information required above.
- (E) **Group Grievance**
If the grievance affects more than one (1) employee of the Library, or more than one (1) division, such grievance may be commenced at Level Two (2) of the foregoing procedures. In such event, and in order to be considered timely filed, the grievance must be filed by the aggrieved person(s) within ten (10) calendar days of the date on which the grievance occurred, or was discovered by the employee(s). Thereafter a group grievance shall follow the procedure set forth above.
- (F) **Employee Representation**
An aggrieved person(s) shall have the right to be represented at all Levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employees, the Union shall be entitled to participate at any and all stages of the Grievance Procedure.
- (G) **Privacy at Meetings and Hearings**
All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include only authorized representatives of the Employer, aggrieved person(s) and witnesses and their representatives. In addition, hearings before the arbitrator shall be conducted in private as well.
- (H) **Exclusive Remedy**
Should an aggrieved person present the issue involved in a grievance to a forum, other than designated in this Article, except at an Iowa Unemployment Compensation Commission, such presentation by the aggrieved person shall relieve the Employer and the Union of any and all further obligation to process a grievance through the Grievance Procedure as set forth herein. Further, it is understood and agreed that for those matters, which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein.
- (I) **Employee Rights**
Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.
- (J) **Time Limit**
The time limit set forth in this Article may be extended only by mutual and written agreement by and between the Employer and the Union.

ARTICLE X LABOR-MANAGEMENT COMMITTEE

§10.01 - PURPOSE AND MEETINGS OF THE COMMITTEE

The parties hereby agree to form a Labor/Management Committee, and other joint committees, to discuss the concerns of either party. The Committee shall meet quarterly, or at more frequent intervals at the request of either party. However, by agreement of both parties, the quarterly meetings may be waived. All meetings of the Committee shall be confidential; however, the parties may, by mutual agreement, when an understanding is reached during the Labor-Management meetings, post the results thereof communicating this information to all employees and supervisors.

§10.02 - MEMBERSHIP OF THE COMMITTEE

The Committee shall be composed of the following:

- (A) For Management
 - 1. Library Director - Co-Chairman of the Committee;
 - 2. Chairman, Library Board;
 - 3. Human Resources Director of the City of Waterloo, or designee.
- (B) For Union
 - 1. Local Union President - Co-Chairman of the Committee;
 - 2. Representative of the Union;
 - 3. Other person designated by the Union.

Either party may exclude one (1) or more of its representatives, and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda and a list of those who will attend at least five (5) days in advance of the scheduled date of the Committee. Further, unless mutually agreed, grievable matters shall not be within the jurisdiction of the Committee. Finally, it is understood it is not the function of the Labor-Management Committee to become a forum for negotiations; however, after discussion of any issue at a Labor-Management Committee meeting, the parties may, but need not, amend their Bargaining Agreement.

ARTICLE XI HOURS OF WORK AND OVERTIME

§11.01 - WORK WEEK

This Article is intended to set forth the normal work week but shall not be construed as a guarantee of any amount of work per day or per week, or as a limitation of hours of work per day or per week. A work week shall commence on Saturday morning and continue to Friday midnight.

§11.02 - WORK HOURS AND ASSIGNMENTS

The normal work week shall consist of forty (40) hours per week. The Library alone shall determine what tasks and work shall be assigned to the various employees from time to time and what employees shall from time to time be assigned to the various work.

§11.03 - FLEXIBLE SCHEDULING

An employee may be scheduled to work four (4) ten (10) hour days in any work period, or any other flexible schedule, if mutually agreed upon by the supervisor and the employee.

§11.04 - LATE SHIFT, SATURDAY AND SPLIT SHIFT SCHEDULING

Employees scheduled to work a full shift (8 hours), a portion of which is after 6:30 p.m., Saturdays, and split shifts, shall work seven and one-half (7½) hours for eight (8) hours of pay except in a case of an emergency. An emergency is defined as an unscheduled, unforeseen occurrence beyond the employee's control, within the discretion of the Library Director.

§11.05 - DAY(S) OFF SCHEDULING

Each employee shall be guaranteed two (2) consecutive days off within a seven (7) day work period.

§11.06 - HOLIDAY SCHEDULING

The Employer will attempt in good faith to schedule employees for three (3) consecutive days off when a holiday falls on a Monday and the employee has worked the preceding Saturday.

§11.07 - TIME FOR MEALS AND RELAXATION

One (1) hour of the employee's own time is allowed for lunch or supper. Each employee is allowed a relief period of fifteen (15) minutes of Library time during each one-half (½) day schedule. Employees may leave the building during these relief periods; however, relief periods may not be used to make up a tardiness or an absence.

§11.08 - OVERTIME/SUNDAY WORK

All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1½) times the employee's regular rate. An employee working on Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate for all hours worked. In addition, an employee, scheduled to work on a Sunday and who is unable to do so because of a non-work related injury or illness, shall be eligible to receive the double time bonus hours, with all hours including the bonus hours, chargeable to the employee's appropriate sick leave bank.

§11.09 - STAFF MEETINGS

Employees who are required to attend staff meetings beyond their regularly scheduled hours shall receive, at the Employer's option, payment or compensatory time off at the rate of one and one-half (1½) times their regular rate.

§11.10 - EQUITABLE ROTATION

Overtime and scheduled work on Sunday required by the Employer shall be rotated among all employees who volunteer or are required to work, and are qualified to provide the required service.

§11.11 - COMPENSATION

During the term of this Agreement, employees shall be compensated in their various job classifications as provided for in Exhibit "A" attached to this Agreement.

§11.12 - UTILIZATION OF NON-BARGAINING EMPLOYEES

The Library Board retains its statutory right to assign and reassign work to its employees who are not covered by this Collective Bargaining Agreement.

**ARTICLE XII
LONGEVITY**

§12.01 - FULL-TIME EMPLOYEES LONGEVITY SCHEDULES

The following schedule shall govern and control the entitlement and payment of employees of this Employer for employees hired prior to June 30, 1999, for their accumulated years of service in the Employer's employment except for those pay dates that include the third pay date of the month.

(A)	After three (3) years	\$ 20/month
(B)	After six (6) years	\$ 40/month
(C)	After nine (9) years	\$ 60/month
(D)	After twelve (12) years	\$ 70/month
(E)	After fifteen (15) years	\$ 80/month
(F)	After eighteen (18) years	\$ 90/month
(G)	After twenty-one (21) years	\$100/month
(H)	After twenty-four (24) years	\$110/month
(I)	After twenty-seven (27) years	\$120/month
(J)	After thirty (30) years	\$130/month

The following schedule shall govern and control the entitlement and payment of employees of this Employer for employees hired after July 1, 1999, for their accumulated years of service in the Employer's employment except for those pay dates that include the third pay date of the month.

(A)	After five (5) years	\$ 45/month
(B)	After nine (9) years	\$ 60/month
(C)	After twelve (12) years	\$ 70/month
(D)	After fifteen (15) years	\$ 80/month
(E)	After eighteen (18) years	\$ 90/month
(F)	After twenty-one (21) years	\$100/month
(G)	After twenty-four (24) years	\$110/month
(H)	After twenty-seven (27) years	\$120/month
(I)	After thirty (30) years	\$130/month

Longevity pay will be included in the employee's paycheck, which covers the period of time in which the anniversary day occurred.

An employee shall not be entitled to receipt of longevity pay while on layoff or an unpaid leave of absence or disciplinary action that results in an employee not receiving a paycheck at the end of a two week pay period.

In addition, an employee shall not be given credit for purposes of entitlement for longevity when the employee is on layoff or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

§12.02 - PRORATE FOR PART-TIME EMPLOYEES

Employees in regular part-time positions will receive prorated longevity payments based on their seniority date. For part-time employees who have previously worked full-time and then move to part-time employment, we will continue to honor the longevity earned at the full-time rate. However, the next step increase will be earned at the part-time rate, so payment will be only one-half (½) the increase, plus the base rate the employee was receiving when they left full-time employment.

Conversely, full-time employees who previously worked part-time will have as their base longevity payment the amount earned at part-time. The next step increase will be earned at the full-time rate. The status of the employee at the time of increase is what determines the amount paid in the next longevity step.

ARTICLE XIII HOLIDAYS

§13.01 - HOLIDAYS--LIBRARY CLOSED

The following days shall be recognized as holidays, and the Library shall be closed on those days:

- (A) New Year's Day
- (B) Memorial Day
- (C) Independence Day
- (D) Labor Day
- (E) Thanksgiving Eve from 5:00 p.m.
- (F) Thanksgiving Day
- (G) Christmas Eve Day
- (H) Christmas Day
- (I) New Year's Eve from 5:00 p.m.
- (J) Martin Luther King, Jr.'s Birthday

When any of the above fall on a Saturday or Sunday, the holiday falling on Saturday shall be observed on the preceding Friday, and the holiday falling on Sunday shall be observed on the succeeding Monday.

§13.02 - HOLIDAY PAY

An employee shall receive, as holiday pay, an amount equal to the wages received for one (1) regular shift of employment.

§13.03 - HOLIDAYS--LIBRARY OPEN

The following days shall be recognized as holidays, and it is understood the Library may remain open on these days:

- (A) Veterans Day
- (B) Day after Thanksgiving
- (C) Employee's birthday [Must be taken with supervisor's approval at any time prior to the employee's next birthday.] An individual defined as a two-thirds (2/3) employee shall receive 6 hours of time off for his/her birthday holiday regardless of when the birthday occurs.

§13.04 - WORK ON HOLIDAYS

Employees required to work on Holidays on which the Library remains open shall be allowed to take equivalent time off (plus hours) at a later mutually convenient time. Holiday and Sick Leave Bonus time combined may be accumulated up to a maximum accumulation of fifty six (56) hours. The employee may opt to take the additional pay for the Holidays hours worked at their regular rate of pay, as may be agreeable to both the employee and the Employer. The subsequent time off, if elected, may be taken in one hour increments. Plus hours must be scheduled and used prior to an employee leaving Library employment. Such time will not be paid out in cash. For these purposes plus hours is prorated as follows: Full time=56 hours, 3/4 time=42 hours, 2/3 time = 37 hours, half time=28 hours.

§13.05 - HOLIDAYS DURING EMPLOYEE TIME OFF

When a holiday during which the Library remains open falls on a day when an employee is not scheduled to report for work, or is excused from the responsibility of reporting for work, then the following shall apply:

- (A) Employee on Paid Time Off
The employee shall be granted an additional day of paid time off, or be paid an additional day's pay at their regular rate of pay, in lieu thereof, at the option of the Employer.
- (B) Employee on Regularly Scheduled Time Off
The employee may take the equivalent time off at a later convenient date, mutually agreeable to both the employee and Employer.
- (C) Religious Holidays other than Listed Herein
For members of religious groups which have special observances other than on legal holidays observed by the Library, the supervisor, upon request, may arrange the schedule so that the employee may absent himself on his own time. The supervisor shall, whenever possible, allow these employees to make up the lost time.
- (D) Holiday Pay During Layoff or Leave of Absence
No holiday pay shall be given if the actual date on which the holiday is being celebrated occurs while an employee is on layoff or non-work related disability leave outlined in Article 16.04 or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

§13.06 - EASTER SUNDAY

Library will be closed Easter Sunday, but it is not a paid holiday.

§13.07 - HOLIDAYS

In order to be eligible for holiday pay, an employee must actually work their last scheduled day before and their first scheduled day after the holiday or be on approved compensated leave. In the event of illness, the employee must provide verification, from a licensed medical provider, that they were unable to work on the day(s) in question.

ARTICLE XIV VACATIONS

§14.01 - UTILIZATION

An annual vacation with pay, based on a five-day (5) work week, will be granted to employees following the completion of one (1) full year of employment with the Library. Vacation time shall accrue and be utilized based on the individual's employment date with the Library. Annual prorated vacation with pay, based on a five-day (5) work week shall be granted to all part-time employees following the completion of one (1) full year of employment with the Library. Prorated vacation for part-time employees shall be based on the same ratio that their part-time employment bears to a full-time employee, and shall accrue and be utilized based on the individual's employment date with the Library. Vacations may be taken throughout the year. However, vacations are scheduled to minimize inconvenience to Library users. The Library may place restrictions on the number of employees on vacation at the same time. Vacation time may be taken in no less than one (1) hour increments subject to the following restrictions:

- (A) That no overtime be incurred by the Employer in order to provide this benefit; and
- (B) That management retains the right to make reasonable scheduling adjustments and deny the use of these days in the event scheduling adjustments cannot be made.

Requests for annual vacation shall be submitted in writing to the Department Head or designee no later than April 1 of each year. Any changes after the above date must be approved by the Department Head and will be done only for extenuating circumstances.

Seniority shall determine the time employees may take their vacations. Employees shall file their written requests no later than April 1 of each year. Seniority shall not be a factor for vacation requests that include or adjoin Thanksgiving, Christmas, Easter or the school's spring break. In such cases, vacation shall be on a first come, first serve basis.

- (C) In order to take a vacation day off, five (5) calendar days advance notice shall normally be given to the Employer. Vacation days to be used a day at a time are not available for use on Saturdays, Mondays, or the day before/after a holiday, without the consent of the Director. Legal holidays falling in a vacation period are not counted as part of the vacation.

The following absences, during an employee's vacation year, shall not be considered as days worked for purposes of calculating vacation hours to be used in the next vacation year: layoff, non-work related disability leave outlined in Article 16.04 or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

§14.02 - ACCRUAL--PROFESSIONAL EMPLOYEES

Professional employees (Librarian I) shall accrue vacation according to the following schedule:

Prorated Vacation - Working Hours				
	Full-time	Three-fourths	Two-thirds	Half-time
After 1 Yr.	80	60	53	40
After 2 Yrs.	160	120	107	80
After 15 Yrs.	200	150	133	100
After 20 Yrs.	240	180	160	120

§14.03 - ACCRUAL--NON-PROFESSIONAL EMPLOYEES

Non-Professional employees shall accrue vacation according to the following schedule:

Prorated Vacation - Working Hours				
	Full -time	Three-fourths	Two-thirds	Half-time
After 1 Yr.	40	30	27	20
After 2 Yrs.	80	60	53	40
After 6 Yrs.	120	90	80	60
After 13 Yrs.	160	120	107	80
After 20 Yrs.	200	150	133	100

**ARTICLE XV
PERSONAL DAYS**

§15.01 - ACCRUAL

Personal days shall be earned at the rate of one (1) day per full quarter worked and will be available for use in the following contract year. The following absences, during a contract year, shall not be considered as days worked for purposes of calculating personal days: layoff or non-work related disability leave outlined in Article 16.04, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

Prorated Personal Time - Working Hours				
	Full-time	Three-fourths	Two-thirds	Half-time
1st Quarter	8	6	4	4
2nd Quarter	8	6	6	4
3rd Quarter	8	6	6	4
4th Quarter	8	6	5	4
Total Annual Hours	32	24	21	16

§15.02 - UTILIZATION

Personal time earned during the previous contract year may be taken in no less than hourly increments. Personal time does not carry over from one contract year to the next. The time must be used or it will no longer be available. Personal time is not paid out at the time of resignation/retirement, but must be scheduled for use prior to the last day of work or lost.

§15.03 - NOTICE

A written notice three (3) days in advance must be given to the head of the employee's department. The three (3) day notice will be waived in the case of an emergency. There will be no general prohibition on the number of employees from the same department taking plus or personal days at the same time. Utilization shall be subject to the discretion of management, which shall not be unreasonably exercised. Denial of requests for plus and personal days shall be for a justifiable reason stated in writing.

§15.04 - SCHEDULING

Personal days and equivalent time off may be chosen, at the employee's option, in the same manner and at the same time as the vacation schedule, except that vacation scheduling will be chosen first and have precedence over the personal day and equivalent time off scheduling.

§15.05 - PERSONAL DAYS IN CONJUNCTION WITH VACATIONS AND HOLIDAYS

Personal days and plus days may be taken in conjunction with vacations and holidays.

ARTICLE XVI SICK LEAVE

§16.01 - CURRENT ACCUMULATIONS--ACTIVE BANKS

The employee's frozen sick leave bank as established on July 1, 1984, will remain available for use by the employee during his/her employment. Sick leave earned and retained as outlined below will be added to the employee's storage bank.

§16.02 - SICK LEAVE CREDIT AND ACCUMULATION

From and after July 1, 1984, each employee shall be eligible to earn eight (8) hours per month sick leave for a total of ninety-six (96) hours per year, and part time employees shall earn sick leave as outlined in the following chart:

Sick Leave Accumulation and Credit Hours				
	Full-time	Three-fourths	Two-thirds	Half-time
Annual	96	72	64	48

During the fiscal year, employees shall be allowed a twelve (12) day draw against their projected accumulation, for use as a sickness may arise, during that fiscal year. Sick leave hours will be used first from the useable bank, then the storage bank, then the frozen bank if available. For those employees who terminate the employment relationship between the employee and the Library Board prior to the end of the fiscal year, any unearned, but used sick leave hours shall be reimbursed, by the employee to the Library Board, through a deduction from the last paycheck or termination payout received by the employee. Employees shall not be eligible to accrue, utilize or receive credit for any sick leave benefits while on layoff, non-work related disability leave outlined in Article 16.04, a work related injury of more than twelve (12) months or an unpaid leave of absence of thirty (30) consecutive calendar days or more. Sick leave hours will be used first from the useable bank, then the storage bank, then the frozen bank if available.

§16.03 - ANNUAL DISTRIBUTION AND ACCOUNTING

At the end of each fiscal year, the amount, which an employee has not used, of his/her annual, accrued sick leave hours shall be totaled and segregated. If the total unused sick leave is thirty-two (32) hours or more, (twenty-four (24) hours for a 3/4 time employee, twenty (20) hours for a 2/3 time employee, and sixteen (16) hours for a part-time (1/2) employee), the following shall apply:

(A) **Bonus**

Twenty-five (25%) percent of the unused hours shall be payable to the employee as a bonus, in cash, or up to fifty (50%) percent of the twenty-five (25%) percent in time off (plus days) and the remainder in cash, at the option of the employee. The subsequent time off, if elected, may be taken in one hour increments.

(B) **Storage Bank**

Seventy-five (75%) percent of the total segregated hours shall be placed in the storage bank for further use in the event of extended illness.

There shall be no bonus payment in cash for less than eight (8) hours (six (6) hours for a 3/4 time

employee, five (5) hours for a 2/3 time employee, four (4) hours for a part-time employee)--rather these uncompensated bonus hours shall be added to the employees storage bank. There will be no payment upon employee's separation from City employment from the storage bank sick leave. The bonus as provided for above shall be payable at the current applicable hourly rate by December 1 of each year following the fiscal year in which it was earned.

§16.04 - DISABILITY

The City shall provide each employee with a two (2) year, ninety (90) calendar day deductible, long-term disability policy, guaranteeing to the employee 66% of his/her gross monthly wages (base hourly rate and longevity pay and shift differential, if applicable). In order to satisfy the deductible portion of the policy, an employee would be allowed to utilize his/her accrued sick leave benefits and if necessary other paid leave including vacation, personal days, accrued holidays and compensatory time. Benefits, except for seniority and insurance, will be frozen thirty (30) calendar days from the date the paid leave expired, or after ninety (90) calendar days, whichever first occurs. The employee will continue to receive disability payments until it is determined the employee is capable of returning to work, up to a maximum of twenty-one (21) months. The specific terms and conditions of the disability coverage shall be outlined in writing by the City's insurance carrier. The City shall have the right to substitute a comparable policy or program with the approval of the employee's bargaining representatives, which approval shall not be unreasonably withheld.

Upon the exhaustion of the disability period at the end of two (2) years, an employee shall then be laid off. All accumulated benefits, shall be paid to the employee on the date the employee is laid off.

§16.05 - PROBATION - ACCRUAL AND UTILIZATION

During the period of probation, as defined and provided for in this Agreement, employees shall accrue sick leave benefit hours, but shall be ineligible to utilize sick leave benefit hours until after the completion of their probationary period.

§16.06 - USE OF SICK LEAVE CREDIT

An employee using sick leave, including sick leave on Sunday, shall be compensated for the hours claimed as though he had worked those hours.

§16.07 - MINIMUM UTILIZATION

All utilization of sick leave shall be debited to the employee in segments of one-half (1/2) hour.

§16.08 - INJURY - DEFINED

Injury shall be defined as any disablement rendering the employee unable to perform his/her usual occupational duties as certified by a physician designated and paid by, or a treating physician acceptable to the City. Such disablement need not require confinement to hospital, bed or home.

§16.09 - EXCLUSION OF DUTY-CONNECTED INJURIES

Any absence resulting from a duty-connected injury shall not in any manner be charged to an employee's sick leave accumulation for that year, or to his accumulated reserve of sick leave. In such instances, he shall be paid his compensation as though such absences had not occurred. Workman compensation benefits available and/or paid directly to an employee shall be utilized to offset or reduce the City's obligation to compensate the employees provided for herein.

§16.10 - ILLNESS WHILE ON DUTY

An employee who becomes ill while on duty and is unable to continue his/her tour of duty for the day shall be credited for the number of hours actually worked. In order for an employee to be compensated for any hours not worked, he shall be required to utilize his accumulated sick leave.

§16.11 - EXTENSION OR USE OF OTHER AVAILABLE BENEFITS FOR SICKNESS/INJURY

During any absence other than duty-connected, an employee may use his earned vacation time, compensatory time, personal days, etc., after all accumulated sick time is used. After all time is used, the Director, with the employee's consent, may utilize the employee elsewhere in the department until

the employee is able to return to his regular duty. However, if the leave is covered by the Family and Medical Leave Act of 1993, health insurance benefits will be maintained as outlined by the provisions of the Act.

§16.12 - PRORATE FOR PART-TIME EMPLOYEES

Sick leave for regular part-time employees shall be prorated according to their prorated work schedule.

§16.13 - PRORATE FOR PART-TIME RETURN

For ill or injured employees who return to work part-time, initially, all benefits payable or accruable under this Agreement shall be prorated on the same basis as the employee's part-time hours bear to full-time employment, unless the employee uses accumulated/earned benefits so as to equate to full-time service and, therefore full-time benefits. (See Article XVI - Sick Leave, §16.11.)

§16.14 - FAMILY CARE/EMERGENCY LEAVE

Employees shall be entitled to use the following number of days for the following purposes, not related to their own personal illness.

(A) Family Care

Employees may use up to three (3) sick leave days per occurrence to care for illness within their immediate family, and those who are dependent upon them for such care. An occurrence is defined as consecutive days of absence due to a non work related injury/illness.

(B) Emergency Leave

Employees may use up to three (3) currently accumulated sick leave days per fiscal year for the purpose of making an emergency visit to a member of their immediate family, as defined in Article XVII - Leaves of Absence, §17.01 - Funeral Leave. It is understood that this leave is to be used for an unexpected need to visit a family member who is accidentally or suddenly gravely ill or undergoing a life-threatening procedure.

Additional leave for these purposes may be granted by the Library Director and shall be chargeable, alternately, against an employee's earned paid time off and unused sick leave benefits, commencing with the fourth (4th) day off.

§16.15 - NOTICE REQUIRED

If an employee is unable to report to work as scheduled because of illness, the employee is required to notify the employee's immediate supervisor before the work day begins. If the supervisor is not available at home, the staff member shall call the Library Business Office and speak to the Business Office Manager.

§16.16 - VERIFICATION

In the event the City shall have reason to suspect that an employee is abusing the utilization of sick leave benefits, the City shall, after warning, have the right to demand documentation from an appropriate professional person to substantiate the employee's need for utilization of sick leave benefits. If the abuse continues, the City shall have the right to demand that the employee submit to a physician of the City's choice for an examination and verification of the illness or injury submitted by the employee as the basis for the utilization of sick leave benefits, which examination shall be at the City's expense.

§16.17 - PENALTY FOR ABUSE

Should the City determine that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to take appropriate disciplinary action. Repetitive patterns of employee claims for sick leave may constitute or be considered abuse.

**ARTICLE XVII
LEAVES OF ABSENCE**

§17.01 - FUNERAL LEAVE

(A) Immediate Family

In case of death in the immediate family, an employee shall be granted a leave, up to seven (7) calendar days, of which a maximum of five (5) days will be with pay.

Immediate family is defined as spouse, child or parent (including step-parents or step-child) or father-in-law or mother-in-law, or brother or sister.

(B) Relatives

In case of death in the family, an employee shall be granted a leave with pay up to three (3) days beginning with the day after the death and including the day of the funeral.

Family is defined as brother-in-law, sister-in-law, step-brothers or sisters, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren or any other person living in the same household.

In addition, an employee shall be eligible to receive pay for one shift of work to attend the funeral of an Aunt or Uncle as long as the funeral occurs on a day the employee was regularly scheduled to work.

(C) Geographical Addition

In the event the funeral is to be held more than three hundred (300) miles from Waterloo, Iowa, one (1) additional day of leave, with pay, shall be granted.

(D) Extensions

If the situation warrants an extension, the department head or Director may grant additional leave, without pay.

(E) Unpaid Time Off for Funeral of Others

The Library will attempt, as schedules permit, to allow employees time off without pay to attend funerals of individuals not presently covered under §17.01(B).

(F) Hours of Payment

Payment will be made for hours the employee was scheduled to work during the period of absence.

Acceptable proof of the funeral, the employee's attendance and relationship may be required by the Director upon the employee's return to work.

§17.02 - JURY DUTY

Employees called for jury duty shall be paid their regular salary. Jury panel members shall return to work at the time they are released by the Judge. However, jurors selected for a case shall be excused for any day in which they are in attendance on the case. Witness duty shall be treated the same as jury panel duty if the employee is served with a subpoena. Pay received for jury duty, however, must be turned over to the Library.

§17.03 - MILITARY DUTY

Employees who are in the military reserve corps and are ordered to temporary active duty will be granted leave without pay. Those entering military service are granted leave of absence in conformity with federal and state regulations.

§17.04 - MATERNITY LEAVE

Upon written application to the Director, full-time and part-time employees shall be entitled to maternity leave on the following basis:

- (A) Continuing to Work
The employee may work as long as her doctor advises.
- (B) Return to Work
The employee shall return to work no later than ninety (90) days after the birth of her child. This term may be extended only if her doctor, by written advice to the Director, states that the employee is medically incapable of return at that time. These extensions will be granted in thirty (30) day periods.
- (C) Cumulative Use of Earned Benefits
A portion of the employee's sick leave as explained below as well as any accumulated vacation time may be used.
- (D) Use of Sick Leave
Sick pay, to the extent of an employee's accumulated sick leave, shall be paid only when medically necessary, and for so long as medically necessary. The period when it is medically necessary for the employee to be absent shall be as required by the employee's physician.
- (E) Insurance While on Unpaid Leave
During the time of maternity leave not reimbursed under §17.04(C) above, the employee may continue under the City's health insurance plan by paying the monthly premiums to the Library.
 - (1) Thirty-Day Limit on Sick Leave Use
No sick pay shall be paid for medically necessary absences in excess of thirty (30) working days unless the employee's physician gives his/her opinion, in writing, to the Director prior to the expiration of the thirty (30) days that a longer period is physically required.
 - (2) Physical Examination Required
The Library may at any time, and at its expense, require the employee to be examined by a physician chosen by the Library. By requesting sick pay, the employee consents thereto. In the event of a difference of opinion between the employee's physician and the Library's physician, a third physician (chosen by the employee and the Library, or in the event they cannot agree, by the County Medical Society) shall render an opinion on the issue of medical necessity. This opinion shall be binding on the parties.

§17.05 - EDUCATIONAL LEAVE OF ABSENCE

An employee may, if mutually agreeable between the Library Director and the employee, take an unpaid educational leave of absence for a period of time not to exceed two (2) years. During the unpaid leave, all fringe benefits, including health insurance, will be suspended and the employee's seniority frozen and readjusted upon the employee's return. The employee shall have the right to purchase health insurance benefits, at the employee's cost, as outlined under the COBRA legislation.

An employee who fails to return to work at the end of the two (2) year period of time shall be considered to have voluntarily terminated their employment with the Waterloo Public Library.

ARTICLE XVIII INSURANCE

§18.01 - MEDICAL/DENTAL/PRESCRIPTION INSURANCE

The Library Board shall provide, for employees covered by this Agreement, and his/her dependents, as determined by the insurance carriers, basic medical coverage, in a comprehensive major medical

format. Coverage is to include inpatient hospitalization, inpatient physician services and outpatient services, dental and a drug prescription. Specific plan provisions are described in a separate agreement incorporated by reference to this Agreement. For purposes of this Agreement, the medical plan shall be Alternative #3 and the prescription drug plan shall be Alternative #1, as set forth in the plan summary document dated 1/31/06 developed by the City's insurance consultant.

§18.02 - EMPLOYEE PARTICIPATION/CONTRIBUTION

In order to be eligible for health insurance benefits, employees (whether single or family coverage) shall contribute to the total monthly premium in the following percentages, subject to the monthly maximums stated below**, to be paid by automatic payroll deduction:

		<u>Single</u>	<u>Family</u>
July 1, 2006	5.0%	\$15	\$25
July 1, 2007	5.0%	\$20	\$30
July 1, 2008	5.0%	\$25	\$35

**The employee's premium contribution will be the lesser of 5.0% of the monthly premium or the fixed dollar amount in the respective year.

The foregoing is contingent on the Association's review of the alternative medical plan #3 and alternative prescription drug plan #1, as set forth on the plan summary dated 1/31/06.

§18.03 - POLICY SUBSTITUTION

The City shall, however, at any time, have the right to substitute a comparable policy or program, with the approval of the employee's bargaining representative, which approval shall not be unreasonably withheld.

§18.04 - LIFE INSURANCE

The City hereby agrees to furnish and/or provide, at no cost to the employee, life insurance coverage in the amount of Twenty Thousand Dollars (\$20,000.00). In addition, the policies shall provide the individual employee the opportunity to purchase, at his/her own expense, additional term life insurance upon approval by the insurance company. The additional insurance may be purchased in increments of One Thousand Dollars (\$1,000.00) up to a maximum equal to each employee's salary rounded to the nearest thousand at the premium rate. Such insurance shall be offered in July and December, at which time an employee may make the initial purchase, increase the amount to the levels previously outlined or decrease the amount.

§18.05 - PRORATED COVERAGE FOR PART-TIME EMPLOYEES

Part-time employees are eligible for coverage under the City's insurance or medical/dental benefit program. The cost of the insurance coverage or benefit program shall be prorated between the Employer and the employee.

§18.06 - COBRA

The City will extend current insurance benefits, at the individual's cost, as stipulated by the COBRA legislation and outlined through City policy.

§18.07 - SECTION 125 OPTION

Pursuant to the terms and conditions of Section 125 of the Internal Revenue Code, as amended, each employee, as his/her option, may elect to set aside a portion of his/her wages, pre-tax, to be used to pay his/her incurred medical and child care expenses, only, during the calendar year. Any amounts set aside but not used for these purposes shall be forfeited.

§18.08 - NEW EMPLOYEE COVERAGE

Newly hired employees will not be provided paid insurance coverage for the first one hundred twenty

(120) calendar days of employment. The newly hired employee may purchase a single or family policy with health coverage and prescription coverage at a cost comparable to COBRA premiums. The newly hired employee will bear the full cost of this insurance until the expiration of the one hundred twenty (120) calendar days probationary period.

ARTICLE XIX ABSENCES

§19.01 - PLANNED ABSENCE - PRE-APPROVAL

Employees who are planning to be absent for any reason must arrange that absence ahead of time with their supervisor as outlined in the various Sections of this Contract. The supervisor shall be responsible for completing a weekly payroll report listing all approved absences and for turning in that report to the Business Office Manager.

§19.02 - DISCIPLINARY ACTION FOR VIOLATION

Failure to arrange for absences in the manner outlined in this Agreement may render the employee ineligible for payment and may result in disciplinary action except in the case of an emergency.

§19.03 - DISMISSAL FOR UNEXCUSED ABSENCE

An employee shall be terminated from his/her employment for failure to report to work for three (3) consecutive days without furnishing a satisfactory explanation for such absence.

ARTICLE XX MISCELLANEOUS BENEFITS AND REQUIREMENTS

§20.01 - INCLEMENT WEATHER

When the Library Director, due to inclement weather, closes the Library or decides not to open the Library the employees at work or scheduled to work shall receive compensation for all hours they were scheduled to work.

§20.02 - MILEAGE REIMBURSEMENT

Employees who are asked to use their personal cars for Library business shall receive reimbursement at the cents per mile rate as established by the State of Iowa.

§20.03 - EXPENSE REIMBURSEMENT

Payment will be made upon receipt of a completed expense voucher. Vouchers must total a minimum of Five Dollars (\$5.00) before they are submitted for payment.

§20.04 - METHOD OF CONTACT

All employees must provide the Library with a reasonable method of contacting them in the event the employee does not have a telephone in his/her place of residence.

ARTICLE XXI PRODUCTIVITY

§21.01 - COOPERATION TO ELIMINATE WASTE

It is agreed the Union and the employees represented thereby will cooperate with the Employer in an effort to reduce to a minimum all practices which result in a loss of efficiency and needless expense. Inasmuch as "waste" is comprehensive in scope, it is understood that it is impossible to enumerate all of the practices, which might be involved.

§21.02 - ON-THE-JOB TRAINING

The Union hereby agrees that neither it, nor the employees represented by it, will directly or indirectly, oppose or interfere with the legitimate and reasonable efforts of the Employer to maintain and improve the skill, ability and production of the working force.

§21.03 - COOPERATION

The parties hereto hereby agree that the Employer, the Union and the employees recognize there is an obligation on the part of each to give honest, efficient and economical service in the performance of his/her duties to the end that the public to be served shall receive the most efficient, economical service possible, and at the highest caliber and level. All parties agree to cooperate and work toward the elimination of all inefficiency, waste, surpluses, etc.

ARTICLE XXII MISCELLANEOUS

§22.01 - MAINTENANCE OF STANDARDS

Except to the extent expressly modified or governed by the terms of this Agreement, the level of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present level during the term of this Agreement.

- (A) Wages
- (B) Hours
- (C) Vacation
- (D) Insurance
- (E) Holidays
- (F) Leaves of Absence
- (G) Shift Differential
- (H) Overtime Compensation
- (I) Supplemental Pay
- (J) Seniority
- (K) Transfer Procedure
- (L) Job Classifications
- (M) Evaluation Procedures
- (N) Procedures for Staff Reduction
- (O) In-Service Training

Any alteration by the Employer during the term of this Agreement of any of the enumerated benefits not provided for in this Agreement shall be subject to consent of the Union and/or the affected employee, which consent shall not be unreasonably withheld. The Employer shall give written notice of any proposed change to the Union and any affected employee. Thereafter the terms and provisions of Article IX, Grievance Procedure, shall control.

§22.02 - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any Addendums thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any tribunal, the remainder of this Agreement, and all Addendums thereto, shall not be affected thereby, and the remainder of this Agreement, and any Addendums attached thereto, shall remain in full force and effect for the life of this Agreement.

§22.03 - WAIVER

No waiver or variation of the terms of this Agreement shall be made in this Agreement by the Employer or any individual employee, or group of employees, unless such Agreement is made with the full knowledge and sanction by the Employer and the Union. Further, any such unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions therein.

§22.04 - EQUAL OPPORTUNITY

The Employer and the Union agree to cooperate fully to assure there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin or sex.

**ARTICLE XXIII
EFFECTIVE PERIOD**

§23.01 - THREE (3) YEAR TERM

This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2009, and shall continue in full force and effect from year to year thereafter, unless either party shall give written notice to the other of their intention and desire to change and/or modify, amend or terminate the same no later than the 1st day of October preceding the expiration date of this Agreement, or any annual renewal period thereof.

§23.02 - REOPENERS

The parties agree to the following reopeners:

July 1, 2009 - Entire contract opens.

WATERLOO PUBLIC LIBRARY

By _____
Chairman of the Board

By _____
Library Director

By _____
Human Resources Director

Date _____

COMMUNICATIONS WORKERS OF AMERICA

By _____
CWA Representative

By _____
CWA Local President

By _____

By _____

Date _____

CWA CBA effective 7/1/06

EXHIBIT A - COMPENSATION
COMMUNICATIONS WORKERS OF AMERICA – WATERLOO PUBLIC LIBRARY

CLASSIFICATION	7/1/06 (3.0%)	7/1/07 (3.5%)	7/1/08 (4.0%)
Library Aide	\$14.61	\$15.12	\$15.72
Library Assistant	\$16.53	\$17.11	\$17.79
Librarian I	\$20.54	\$21.26	\$22.11

PROBATIONARY EMPLOYEES

All probationary employees shall be paid at a rate that is fifty cents (50¢) per hour less than the beginning rate in their classification.

SIDEBAR AGREEMENT

SECTION VI - HEALTH INSURANCE BENEFITS AVAILABLE UPON NORMAL RETIREMENT FOR REGULAR PART-TIME EMPLOYEES HIRED BEFORE JULY 1, 1990.

If an employee works both full-time and part-time during their employment period, the hours and years will be totaled for each period and the average will be used to determine the percentage of insurance benefits paid by the Employer.

WATERLOO PUBLIC LIBRARY

By _____
Chairman of the Board

By _____
Director

Date _____

COMMUNICATIONS WORKERS OF AMERICA

By _____
CWA Representative

By _____
CWA Local President

Date _____